



NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

April, 2017

REQUEST FOR PROPOSALS (RFP)
#18SCH005G

TOWN OF NEEDHAM

SCHOOL DEPARTMENT

**WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE**

The Needham School Committee invites sealed bid proposals for the provision of **Web-Based Iep Documentation, Reporting, Data Management And Compliance Monitoring Service** for the **three year year period beginning October 1, 2017 through September 30, 2020**. Request for Proposal packages will be available from the Office of the **Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492**, or may be downloaded from <http://www.needhamma.gov/bids.aspx> beginning **April 28, 2017 at 9:00 AM**.

Proposals are returnable to the **Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492** no later than **May 26, 2017 at 10:00 AM** at which time and place they will be opened in the presence of one or more witnesses. LATE PROPOSALS will not be accepted. The Town reserves the right to reject any and all proposals as determined to be in the interests of the Town and to waive minor informalities.

Bids will be awarded by the Needham School Committee, acting through the Superintendent.

Dan Gutekanst
Superintendent of Schools
Town of Needham
Needham, Massachusetts

Needham Public Schools Procurement in Brief

Primary Procurement Contact	Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 204 melane_bisbas@needham.k12.ma.us	
Event	Date	Details
Title	Web-Based Iep Documentation, Reporting, Data Management And Compliance Monitoring Service	
Contract Number	#18SCH005G	
RFP Available	April 28, 2017 at 9:00 AM	Request for proposal packages are available from the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492, or may be downloaded from http://www.needhamma.gov/bids.aspx . Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those materials using the Acknowledgement of Receipt form found in Appendix B and for checking the website periodically for any addenda that may be issued.*
Pre-Bid Meeting	May 3, 2017 at 10:00 AM	A pre-bid conference will be at 1330 Highland Avenue, Needham, MA 02492. All potential bidders are invited (but not required) to attend.
Proposal Presentation	May Be Requested	
Deadline for Written Questions	May 19, 2017 12:00 PM Needham Public Schools will not respond to questions submitted after the above date.	Questions must be submitted in writing, via fax, email or US post to: Melane Bisbas School Business and Operations Coordinator 1330 Highland Avenue Needham, MA 02492 781-455-0400 x 204 melane_bisbas@needham.k12.ma.us Oral communications are not binding on the School Department. Responses to questions submitted in writing will be forwarded to all persons on record as having received the RFP.

Addenda	If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed or faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at http://www.needhamma.gov/bids.aspx .	
When and Where are Bids Due?	May 26, 2017 at 10:00 AM LATE PROPOSALS will not be accepted.	Bids are due to the Office of the Director of Financial Operations, 1330 Highland Avenue, Needham, MA 02492 by the due date and time. If, on the bid due date, the above office is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays.) Bids will be accepted at the same location until that date and time.
Number of Required Copies		One original + 3 copies of all forms
Bid Opening	May 26, 2017 at 10:00 AM	Sealed proposals are NOT publicly opened. Proposals will be opened in the presence of one or more witnesses. A list of bidders will be made available after the submission deadline.
Bid Surety (Bond) Requirements	No Requirement	
Contract Award	Award will be made within 60 business days after the bid opening.	
Contract Length	3 years	
Upon Award of Contract		
Payment Bond	No Requirement	
Performance Bond	No Requirement	
Insurance	Refer to Contract Terms	
<p>* <u>Bid Acknowledgement</u></p> <p>It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in Appendix B. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.</p>		

NEEDHAM PUBLIC SCHOOLS
1330 Highland Avenue
Needham, MA 02492

April, 2017

Web-Based Iep Documentation, Reporting, Data Management And Compliance Monitoring Service
REQUEST FOR PROPOSALS (RFP)
#18SCH005G

I. *INFORMATION & INSTRUCTIONS TO BIDDERS*

1. *Questions:*

Bidders must read these specifications carefully. Questions about the specifications shall be submitted in writing via fax, email or U.S. post to the address specified below, no later than **May 19, 2017 12:00 PM**. Needham Public Schools will not respond to questions submitted after that date.

Melane Bisbas
School Business and Operations Coordinator
1330 Highland Avenue
Needham, MA 02492
781-455-0400 x 204
melane_bisbas@needham.k12.ma.us

Bidders also take note that ORAL COMMUNICATIONS ARE NOT BINDING ON THE SCHOOL DEPARTMENT. The School Department will respond to all questions submitted in writing and will forward responses to all persons on record as having received the RFP.

2. *Downloading Bid Documents from the Town of Needham website*

Bid documents, including addenda, may be downloaded from the Town of Needham website at <http://www.needhamma.gov/bids.aspx>. Bidders who access bid materials from the Town's website are responsible for acknowledging receipt of those bid materials using the Acknowledgement of Receipt form found in **Appendix B** and for checking the website periodically for any addenda that may be issued.

3. *Bid Acknowledgement*

It is recommended (but not required) that bidders acknowledge receipt of the bid package using the Acknowledgement of Receipt form found in **Appendix B**. Bidders who complete and return this acknowledgement will be entered as a bidder of record in the Bid Distribution Register, thereby ensuring that they will receive notification of any addenda or answered questions related to this bid. Bidders who do not complete and return the Acknowledgement Form are responsible for checking the website regularly for any addenda that are issued to this bid.

4. **Bid Addenda**

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, faxed or emailed to all bidders on record as having received the RFP. Addenda also will be posted to the Town of Needham bid website at <http://www.needhamma.gov/bids.aspx>.

5. **Pre-Bid Conference**

A pre-bid conference will be held on **May 3, 2017 at 10:00 AM** at 1330 Highland Avenue, Needham, MA 02492. All potential bidders are invited (but not required) to attend.

6. **When and Where are Bids Due?**

Bids will be received by the Director of Financial Operations, Needham Public Schools, 1330 Highland Avenue, Needham, MA 02492, until **May 26, 2017 at 10:00 AM**, at which time and place they will be opened in the presence of one or more witnesses. This is not a public bid opening.

7. **Unexpected Closure or Delays**

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrollable events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed to the next normal business day (M-F, excluding holidays at the same designated time.) Bids will be accepted at the same location until that date and time.

8. **Late Submissions**

Bids received after the date and time specified shall not be considered. The Town of Needham assumes no responsibility for late submissions due to mail, courier or delivery delays.

9. **Submission Requirements**

- A. Proposals consist of a non-price (technical) proposal and a price proposal, which must be submitted separately from one another. The non-price proposal must be submitted separately from the price proposals, in a sealed envelope marked "Non-Price Proposal." Price proposals must be submitted in a separate, sealed envelope marked "Price Proposal." ***INCLUSION OF ANY PRICE INFORMATION IN THE NON-PRICE PROPOSAL, OR ANY COPY THEREOF, SHALL BE THE CAUSE FOR REJECTION OF THE ENTIRE PROPOSALS, WITHOUT EXCEPTION.***
- B. Bids are to be prepared and submitted on the bid forms provided herein. Bids submitted on other forms, which are incomplete, or which are not signed, may be rejected.
- C. A bid must be signed as follows: 1) if a bidder is an individual, by him/her personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- D. A complete proposal will include the following items, in the designated quantities, completed in full and appropriately signed:

Non-Price Proposal – One Original + 3 Copies

Bid Form I	Checklist of Bid Forms
Bid Form II	Bidder Information & Statement of Qualifications
Bid Form IV	Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion
Bid Form V	Certificate of Corporate Vote

Price Proposal – One Original + 3 Copies

Bid Form III	Price Proposal
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10. **Premature Bid Opening**

The Town of Needham will not be responsible for the premature opening of any bid not properly identified. The School Department may reject bids, which are incomplete, not properly endorsed or signed, or which otherwise are contrary to these instructions.

11. **Bid Modifications or Withdrawals**

Bidders may correct, modify or withdraw a bid prior to the submission deadline. Requests to do so must be received by the Director of Financial Operations prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled “Modification No.____.” Each modification must be numbered in sequence, and must reference the original bid.

After the submission deadline, bidders may not change the price or any other provision of the bid in a manner that is prejudicial to the interests of the governmental body or fair competition. The Needham Public Schools will waive minor informalities or allow the bidder to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the Needham Public Schools will correct the mistake to reflect the intended correct bid, and will notify the bidder in writing. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident.

12. **Rejection of Bids**

The School Committee of Needham (Committee) reserves the right to reject in whole or in part any and all bids, if the Committee determines that cancellation or rejection serves the best interests of the District.

13. **Bonds**

No Requirement

14. **Uniform Procurement Act (MGL Ch30B)**

Bids shall be prepared, considered, and the Contract awarded in accordance with Massachusetts General Law (M.G.L.) Chapter 30B, the Uniform Procurement Act.

15. **Prices Firm for 60 Days**

All bid prices submitted in response to this RFP must remain firm for sixty (60) days following the bid opening, until a contract is executed, or the RFP is cancelled, whichever occurs first.

16. **Taxes**

Purchases made by the Needham Public Schools are exempt from the payment of all federal excise tax and the payment of Commonwealth of Massachusetts sales tax. As such, sales tax must not be included in the bid price. If requested, the School Department will provide the awarded bidder with a copy of the certificate of exemption.

17. **Public Records**

Under Massachusetts General Laws, the Needham Public Schools cannot assure the confidentiality of any materials or information that may be submitted in response to this Bid. Vendors who choose to submit confidential information, do so at their own risk. All materials submitted by the vendor in response to this Bid will be open for inspection by any person and in accordance with Massachusetts General Laws, Chapter 66 (Public Records Law.) Any statements reserving any confidentiality or privacy rights in the submitted responses or otherwise inconsistent with these statutes will be void and disregarded. Unless specifically addressed by statute, the Town may charge five cents (\$0.05) per page for photocopies. The Town may charge the actual cost of reproducing a copy of a record that is not susceptible to ordinary means of reproduction, such as large computer records or over-sized plans. The Town may charge and recover a fee for the time in excess of two hours that an employee spends searching, redacting, photocopying and re-filing a record. The Town will provide a written, good faith estimate of the applicable copying, search time and segregation time fees to be incurred prior to complying with a public records request. The cost of performing a search and segregation of records generally will not exceed \$25.00 per hour.

18. **Conflict of Interest**

By executing a contract with the Town of Needham, the Bidder acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts Conflict of Interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

19. **Other Notices**

Bid evaluation and contract award will be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Any services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a

"holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

II. *BASIS FOR USE OF COMPETITIVE SEALED PROPOSALS (RFP)*

The School Procurement Officer has determined that selecting the most advantageous web-based IEP documentation, reporting, data management and compliance monitoring service will require comparative judgments of factors in addition to price, including: quality of the overall proposed services; the ability of the proposer to meet Needham's data collection and reporting needs in the areas of Medicaid, Response to Intervention (RtI), Bullying and Section 504; and the relative quality of goals and objectives, reporting capability, technical assistance and availability of user support groups, and other elements.

III. *CONTRACT AWARD & BIDDER QUALIFICATIONS*

1. Rule for Award/ Contract Issuance:

- A. One contract for **Web-Based Iep Documentation, Reporting, Data Management And Compliance Monitoring Service** will be awarded to the responsive and responsible bidder providing the most advantageous proposal over the 3 year contract period, **October 1, 2017 through September 30, 2020.**
- B. The Needham School Committee will award the contract under this bid within sixty (60) business days after the opening of the bids.
- C. Should there be a reason why the contract cannot be awarded within the time referenced herein, the time for award may be extended for up to 45 additional days by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- D. The Needham Public Schools reserves the right to reject any and all proposals as determined to be in the best interest of the Town and to waive minor informalities.
- E. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix A), or a contract in substantially similar format.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The award will be subject to satisfactory reference checks, conducted by the School Department.

2. Bidder Qualifications:

- A. To be considered qualified under this bid:
 - a. Bidders must provide all services specified herein, and comply with all bid submission requirements.

- b. Bidders must provide evidence of satisfactory ability and experience to execute the requirements, specifications, and conditions of this Bid. This information will be provided on Bid Form I. If requested, a bidder may be required to submit additional evidence to demonstrate satisfactory ability and experience to the Needham Public Schools.

B. The School Committee reserves the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It further reserves the right to withhold contract award when the bidder is unable to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the Bid Documents. Needham Public Schools reserves the right to solely determine what constitutes satisfactory evidence of adequate ability, experience and/or capital to execute the bid requirements under this section.

3. Estimated Quantities:

Unless otherwise stated, the quantities identifies herein are ESTIMATES ONLY, given for informational purposes and as a basis for comparison of bids. Actual quantities may be more or less than the estimates provided herein.

IV. PURCHASE DESCRIPTION & SCOPE OF SERVICES:

1. Overview

Needham Schools have a total enrollment of 5,730 students attending five elementary, two middle schools and one high school. The Needham School District currently provides special education services to 900 students, preschool through age 22. While most students with IEP's receive services in the District, 85 students attend out-of-District schools. The District relies on data-driven decision-making and administrators need data regarding early intervening services (not special education), referral and eligibility outcomes and special education exit data, among other data points, to make budgetary, programmatic and staffing decisions. The District's student information systems are important sources of data and must be reliable in their reporting capacity. The District currently uses eSPED to manage IEP documentation, reporting, data management and compliance requirements.

2. Scope of Service & Quality Requirements

- a. Proposals must meet the following REQUIRED MINIMUM CRITERIA to be eligible for contract award:
 - Meet both federal and Massachusetts special education process and documentation requirements.
 - Comply with state and federal information security requirements.
 - Permit user-defined security by role.
 - Support Apple Macintosh compatible web browsers, specifically Apple Safari 5.0 or higher, FireFox 45 or higher and Chrome 56 or higher.
 - Include daily backup services of District data, where hosted by the vendor.
 - Offer automatic monitoring and e-mail notification system for timeline compliance with regard to the evaluation process and issuing IEP's according to state timelines.

- Allow administrators to generate reports on demand.
- Interface with the District's PowerSchool Student Information System.
- Allow Massachusetts Department of Elementary and Secondary Education (DESE)-required data fields to be completed in the IEP application.
- Allow documents to be archived within the web-based system, or downloaded to local devices.
- Offer timely language translation capability (within 3 days) of IEP's and other special education documents
- Include data fields to document both "enrolled" and "home school" schools on the IEP Administrative Data Sheet (IEP 1)
- Vendor must have a minimum of five school system clients within Massachusetts.
- Vendor must have history of providing web based special education software applications for a minimum of 3 years.
- Vendor must agree to update forms and notices, as required to comply with changes in state and federal laws and regulations.
- Vendor must provide technical assistance to all users of the web-based system, during business hours.
- Vendor must provide on-site training and data conversion services.

b. The following additional comparative criteria are DESIRED, but NOT REQUIRED:

- Offer Medicaid data collection and export capability to third party claims processor.
- Offer capacity to document and track (RtI), Section 504 and bullying incident reports, investigation results and student data regarding involvement as an aggressor or as a target.
- Offer secure e-mailing of special education documents to parents/guardians.
- Offer rich text file capacity in IEP and support documents.
- Offer a data bank of customizable goals and objectives, which are aligned to Massachusetts state curriculum standards.
- Allow administrators to create custom reports, within the application.
- Existence of product-related user group(s), comprised of local area individuals.
- Provide high quality technical assistance to users on weekends and after hours.
- Provides optional data integration services.
- Offers optional translation services for IEP-related documents stored or produced by the system.

c. Bidders are required to provide the following information as part of their non-price proposals. DO NOT include any premium information as part of the following:

- Vendors may be asked to preview the product, as part of the bid evaluation process. However, vendors will not be allowed to submit additional documentation at the preview. All documentation which the proposer would like to have available at the presentation must be included in the RFP response.

3. Selection Process

- a. Proposals will be evaluated in a two-stage process by a Technical Review Committee and the School Procurement Officer.**

- i. Proposals first will be reviewed by a Technical Review Committee, consisting of the Director of Student Development and Program Evaluation, the PreK-8 Special Education Director, a special education team chairperson, an Administrative IT Specialist the School Business and Operations Coordinator and/or designees. This Committee will review the non-price proposals that meet the minimum requirements identified in Section IV.2 and the Submission Requirements outlined in Section I.9, without knowledge of price. Proposals will be judged based on the comparative evaluation criteria described in Section V. **The Committee reserves the right to preview the product before completing the proposal evaluation.** At the conclusion of the evaluation, the Committee will prepare a summary evaluation of the non-price proposals and will submit the summary evaluation to the School Procurement Officer for review.
 - ii. The School Procurement Officer then will open the price proposals, after the evaluation of the non-price proposals is completed.
- b. The School Procurement Officer will determine the most advantageous proposal, taking into consideration both the Technical Review Committee's evaluation of the non-price proposals, as well as the price proposals, and will submit this recommendation to the Superintendent.
 - c. The Needham School Committee, acting through its Superintendent, will award the contract to the responsive and responsible bidder offering the most advantageous proposal.

V. **COMPARATIVE EVALUATION CRITERIA**

- a) Proposals that meet the minimum requirements described in the Scope of Services (Section IV.2), will be further evaluated on the comparative criteria listed below. For each criterion, proposals will be assigned a rating of Highly Advantageous, Advantageous or Not Advantageous. After rating each proposal based on the following criterion, an overall rating will be assigned. Criteria that will be used for comparative purposes are listed below.

Overall Proposal:	
Highly Advantageous	The proposal (including vendor product preview) is complete, demonstrates a clear understanding of the scope of services to be performed and how the services would be provided in accordance with the School Department's needs
Advantageous	The proposal (including vendor product preview) is complete.
Not Advantageous	The proposal (including vendor product preview) is incomplete and/or lacks clear understanding of the scope of services to be performed or how the services would be provided in accordance with the School Department's needs.

Overall Quality	
Highly Advantageous	The web-based system meets the needs of the School Department perfectly, is easy to use and can be customized to meet evolving requirements and service needs.
Advantageous	The web-based system is adequate to meet the needs of the School Department perfectly and is relatively easy to use.

Not Advantageous	The web-based system does not meet the needs of the School Department, and/or is not easy to use.
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Medicaid Data Collection & Reporting	
Highly Advantageous	The web-based system differentiates which children are Medicaid eligible, includes a recording system for providers to document service delivery and converts these service notes to an electronic file for submission to a 3 rd party provider for Medicaid claims processing.
Advantageous	The web-based system includes a recording system for providers to document service delivery and/or converts these service notes to an electronic file for submission to a 3 rd party provider for Medicaid claims processing.
Not Advantageous	The web-based system does not have the capability to track or report on Medicaid-eligible services.

Response to Intervention (RtI) Data Collection & Reporting	
Highly Advantageous	The web-based system allows teachers to enter intervention practices and data to document a student's progress and to generate RtI-related reports and graphs to describe results.
Advantageous	The web-based application provides a database that allows teachers to enter intervention practices and data to document a student's progress.
Not Advantageous	The web-based application does not provide an application for RtI data tracking.

Bullying Data Collection & Reporting	
Highly Advantageous	The web-based system provides forms that are consistent with the state-mandated forms for reporting and investigating incidents. The application allows tracking and reporting of both the students who have been targets of bullying and their aggressors. The application also provides a portal for anonymous reporting.
Advantageous	The web-based system provides forms that are consistent with state-mandated forms for reporting and investigating incidents. The application does not have tracking or reporting capabilities.
Not Advantageous	The web-based application does not provide an application for bullying data collection and reporting, or the application does not offer either forms that are consistent with state-mandated forms for reporting and investigating incidents or the report does not offer tracing or reporting capabilities.

Section 504 Data Collection & Reporting	
Highly Advantageous	The web-based application provides documents for the 504 process, allowing users to monitor/access the evaluation eligibility determination and 504 Accomodation Plan for any student who has been considered for 504 eligibility. The application provides a seamless flow of information to and from PowerSchool to the 504 database.
Advantageous	The web-based application provides documents for the 504 process, but may not interface with PowerSchool, or may not provide ease of use for staff.
Not Advantageous	The web-based application does not provide an application for Section 504 data collection and reporting.

Goals and Objectives	
Highly Advantageous	The web-based system provides customizable goals and objectives that are aligned with the MA state curriculum standards, and are well written and easy to understand. The application gives the District the capacity to generate it's own bank of goals and objectives.
Advantageous	The web-based system includes goals and objectives, which are aligned with MA state standards, but which are not customizable and/or are not written in an easy to understand format.
Not Advantageous	The web-based system does not provide goals and objectives to the user.

Report Capability	
Highly Advantageous	The web-based system provides easy-to-use, comprehensive administrative reports. The user has the ability to customize reports based on both the general education and special education databases. Reports are easy to create, customize and archive. Data can be exported to Microsoft Excel.
Advantageous	The web-based system provides administrative reporting capability. Reports may not be immediately available upon request and/or customization of the reports is complex and may cause the user to slow down the reporting process.
Not Advantageous	The web-based system provides reporting capability, but it is not able to provide custom reports and/or provides reports that do not utilize all of the DESE data elements.

Technical Assistance & Availability of User Groups	
Highly Advantageous	Vendor offers high quality, live technical assistance 24-hours per day, which is accessible by all users. Web-based or automated telephone support also is available. Local area user groups exist to provide support to Needham users.
Advantageous	Vendor provides live technical assistance to users during the regular work-day and on a limited basis after hours and on

	weekends and/or web-based or automated telephone support also is available, and /or user groups exist to provide support, but not in the local area.
Not Advantageous	Vendor offers live technical assistance to users during the regular work day only, and/or only offers Web-based or automated telephone support to users, and/or is not supported by user groups.

Other Elements	
Highly Advantageous	The web-based system offers 3 or more of the following additional services: secure emailing of special education documents to parents/guardians; as rich text file capacity in IEP and support documents; optional data integration services; and/or optional translation services.
Advantageous	The web-based system offers 2 of the following additional services: secure emailing of special education documents to parents/guardians; as rich text file capacity in IEP and support documents; optional data integration services; and/or optional translation services.
Not Advantageous	The web-based system offers 1 of the following additional services: secure emailing of special education documents to parents/guardians; as rich text file capacity in IEP and support documents; optional data integration services; and/or optional translation services.

VI. RULE FOR AWARD/ CONTRACT ISSUANCE

- A. One contract for Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring Services will be awarded to the responsive and responsible bidder providing the most advantageous proposal based on the evaluation criteria and price. The period covered by the contract will be **October 1, 2017 to September 30, 2020**. The award will be subject to satisfactory reference checks, conducted by the School Department.
- B. The Needham School Committee will award a contract under this bid within sixty (60) business days after the opening of the bids, conditioned on submission by the successful bidder of evidence that it has sufficient ability, experience and capital to execute and complete the Contract in accordance with the contract. If requested, the Proposer may be requested to demonstrate financial stability satisfactory to the Town.
- C. The successful bidder must enter into the Short Form Agreement prepared by Town Counsel of the Town of Needham (Appendix B), or a contract in substantially similar format.
- D. The successful bidder shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **Town** in connection with any operations included in this Agreement, and shall have the **Town** as an additional insured on the **Contractor's** liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall

include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

- E. Should there be a reason why a contract cannot be awarded within the time referenced herein, the time for award may be extended by mutual agreement between the Needham Public Schools (NPS) and the successful bidder.
- F. This Contract is subject to cancellation if funding is not appropriated or otherwise not made available.
- G. The School Department reserves the right to reject any and all proposals as determined to be in the best interest of the School Department, and to waive minor informalities.

Bid Form I
Needham Public Schools
CHECKLIST

Company Name: _____

<input type="checkbox"/>	Acknowledgement of Receipt Form (Appendix B), completed and returned, if bid materials downloaded from the Town of Needham bid website.
<input type="checkbox"/>	Bid Form II, Bidder Information & Statement of Qualifications, completed, signed and submitted in the Non-Price Proposal envelope. Include required General Program Information as an attachment to this form.
<input type="checkbox"/>	Bid Form III, Price Proposal, completed, signed and submitted in the Price Proposal envelope.
<input type="checkbox"/>	Bid Form IV, Certificate of Compliance with Massachusetts Tax Laws & Non-Collusion, completed, signed and submitted in the Non-Price Proposal envelope.
<input type="checkbox"/>	Bid Form V, Certificate of Corporate Vote, completed, signed and submitted in the Non-Price Proposal envelope.
<input type="checkbox"/>	All Presentation Materials attached. Vendors may be asked to present product, presentation material must be submitted with proposal in the non-price envelope.
<input type="checkbox"/>	<p>Bidder acknowledged all addenda, if any:</p> <p>Addendum #1, Dated _____</p> <p>Addendum #2, Dated _____</p> <p>Addendum #3, Dated _____</p> <p>Addendum #4, Dated _____</p> <p>Addendum #5, Dated _____</p> <p>Addendum #5, Dated _____</p>

Bid Form II
Needham Public Schools
BIDDER INFORMATION & STATEMENT OF QUALIFICATIONS

The following information is provided as evidence of the bidder's qualifications to perform work, as bid upon, in accordance with the contract specifications. All questions must be answered. Additional data may be submitted on separate, 8.5 x 11 inch attached sheets.

BIDDER IDENTIFYING INFORMATION:

Company Name: _____
 Main Office Address: _____
 Official Mailing Address: _____
 Contact Person: _____
 Telephone Number: _____ Fax Number: _____
 E-Mail Address: _____

The named organizational entity submitting this Proposal is (check one):

Proprietorship ☐

Partnership ☐

Corporation ☐

MINIMUM CRITERIA:

Please indicate whether the proposal meets the following minimum criteria:

Minimum Criterion	Yes / No
Meets state and federal special education process and documentation requirements.	
Complies with state and federal information security requirements.	
Permits user-defined security by role.	
Support Apple Macintosh compatible web browsers, specifically Apple Safari 5.0 or higher, FireFox 45 or higher and Chrome 56 or higher.	
Includes daily backup services of District data, where hosted by the vendor.	
Offers automatic monitoring and e-mail notification system for timeline compliance.	
Allows administrators to generate reports on demand.	
Interfaces with the District's PowerSchool Student Information System.	
Allow Massachusetts Department of Elementary and Secondary Education (DESE)-required data fields to be completed in the IEP application.	
Allows documents to be archived within the web-based system, or downloaded to local devices.	
Offers timely language translation capability (within 3 days) of IEP's and other special education documents	
Includes data fields to document both "enrolled" and "home school" schools on the IEP Administrative Data Sheet (IEP 1)	
Vendor has a minimum of five school system clients within Massachusetts.	
Vendor has a history of providing web based special education software applications for a minimum of 3 years.	
Vendor agrees to update forms and notices, as required to comply with changes in state and federal laws and regulations.	

Vendor agrees to provide technical assistance to all users of the web-based system, during business hours.	
Vendor agrees to provide on-site training and data conversion services.	
Vendor agrees to provide a product demonstration, if requested.	

ADDITIONAL COMPARATIVE CRITERIA (PREFERRED BUT NOT REQUIRED):

Criterion	Yes / No
Offers Medicaid data collection and export capabilities to third party claims processor.	
Offers capacity to document and track RtI data	
Offers capacity to document and track Section 504 accommodation plans	
Offers capacity to document and track bullying data and processes	
Offers secure emailing of special education documents to parents/guardians	
Offers rich text file capacity in IEP and support documents	
Offers customizable bank of goals and objectives based on MA state curriculum standards	
Offers custom report creation, within the application.	
User group(s) exist, comprised of local area individuals.	
Offers high-quality technical assistance available to all users on weekends and after hours.	
Provides optional data integration services.	
Offers optional translation services for IEP-related documents stored or produced by the system.	

GENERAL PROGRAM INFORMATION:

The RFP requires the following general program information to be included in your RFP response. Please attach the information to this form, and confirm below. This general information should be applicable to all individual program sites.

Documentation Attached?	Yes / No
Will you furnish a detailed Financial Statement or other information requested by the Needham School Committee, including bank references, for the purpose of verifying financial ability of your company to execute the bid specifications?	
Will you furnish presentation material and documents with the RFP? All documents ie., print outs of powerpoint presentation and other hand outs are included in this RFP response, and marked as such.	

REFERENCES & OTHER:

1. List any work the firm has failed to complete, where and why:

2. Please identify five contracts, which are similar in size and scope to the proposed contract, in which you have performed work, preferably contracts held with Massachusetts municipalities. Include a contact name, address and phone number. Needham Public Schools reserves the right to contact these vendors for references:

1. _____
2. _____
3. _____
4. _____
5. _____

OTHER INFORMATION:

1. Has the proposal been signed by a person legally authorized to commit the Bidder (Company) to the contract, if awarded? ☐ Yes ☐ No
2. Has the Bidder placed any special conditions or restrictions in its Request for Proposals? ☐ Yes ☐ No
(A yes response may be cause of rejection.) If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
3. Has the Bidder identified any and all exceptions to the Town's specifications and are they included in the submission? ☐ Yes ☐ No If yes, provide details or a reference to the applicable section of the bid response, on an attached sheet.
4. Is the Bidder prepared to provide the insurances as required? ☐ Yes ☐ No
5. Will the bidder be able to complete the services under this contract by the indicated date? ☐ Yes ☐ No
6. Is the Bidder prepared to execute the Town's contract if awarded? ☐ Yes ☐ No
7. Has the Bidder (Company) ever been debarred from doing business with any federal, state or local agency? ☐ Yes ☐ No If yes please provide the details (on a separate paper attached to this form) including agency name, date and reason for debarment.
8. Has the Bidder (Company) ever defaulted on a contract or has been rejected as non-responsive within the past five years? ☐ Yes ☐ No If yes please provide details.
9. Has the Bidder (Company) or anyone a party to the proposed contract ever failed to complete a contract awarded? ☐ Yes ☐ No If yes, provide details.
10. Can the Bidder (Company) provide, upon request, proof of financial solvency? (The Town may request audited financial statements, financial references, and/or conduct an independent background check)?
☐ Yes ☐ No

SIGNATURE/ ACKNOWLEDGEMENT:

This section must be signed by an individual with the authority to commit the bidding entity to a binding agreement. If the Bidder is an individual, this section must be signed by the Bidder, personally. If a partnership, the Bid must be signed by the name of the partnership, followed by the signature of each partner. If a corporation, the Bid must be signed by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporate Seal affixed (see Bid Form V.)

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work. Additionally, the undersigned assures that he/she has informed himself/herself fully of the information presented in the RFP and that he/she has made his own examinations and estimates and from them makes this Bid.

The undersigned also understands that the School Committee reserves the right to waive any informalities in, to reject any and all bids, or any part thereof, and/or accept any bid or part thereof, or to select a bidder whose bid is not the lowest, which it considers to be in the best interests of the Needham Public Schools and the Town of Needham.

With the above understanding, the undersigned proposes to comply in all respects with the specifications of this RFP and that, if awarded this contract, he/she will execute a contract within sixty business days, after presentation by the awarding authority, in accordance with the terms of this Bid.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____ Date: _____

* If a partnership, additional partners should sign below:

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Date: _____ Date: _____

BID FORM III
WEB-BASED IEP DOCUMENTATION, REPORTING,
DATA MANAGEMENT AND COMPLIANCE MONITORING SERVICE
PRICE PROPOSAL FORM
#18SCH005G

The undersigned proposes to furnish Web-Based Individualized Education Plan (IEP) Documentation, Reporting, Data Management and Compliance Monitoring Services in accordance with the Scope of Services. This Price Proposal Form is to be signed by the individual authorized to negotiate for and commit the Proposer to a binding agreement. The bid price per student indicated on this form shall be construed to cover all applicable costs (including compliance updates, technical assistance, product service and automatic backups, etc.) All bid prices are to be indicated in ink (or typewritten), and written in both longhand and numerals. If there appears to be discrepancy between these figures, the price indicated in longhand shall prevail.

In the event that multiple bidders submit the same grand total bid price, the School Procurement Officer will recalculate each year's bid price to determine the net present value of each payment, using a discount factor equal to 3%. The responsive and responsible bidder with the lowest grand total price, in net present value terms, will be named the low bidder.

Proposer Name: _____

PRICE PROPOSAL REQUIREMENTS:

YEAR 1 (October 1, 2017 to September 30, 2018)

1. Special Education IEP Services & Associated Documentation	900 Students x \$_____ /Student = \$_____
2. RtI Services	500 Students x \$_____ /Student = \$_____
3. Bullying Process Services	50 Students x \$_____ /Student = \$_____
4. Section 504 Services	100 Students x \$_____ /Student = \$_____
5. Medicaid Data Collection Services	\$_____
6. Data Integration Services*	\$_____
7. Installation Cost (One-Time)	\$_____
8. Data Conversion (One-Time)	\$_____
9. Training (One-Time)	3 Days x \$_____ /Day= \$_____
10. Less Trade In (One-Time)	\$_____
Year 1 Total Price	\$_____

YEAR 2 (October 1, 2018 to September 30, 2019)

1. Special Education IEP Services & Associated Documentation	900 Students x \$_____ /Student = \$_____
2. RtI Services	500 Students x \$_____ /Student = \$_____
3. Bullying Process Services	50 Students x \$_____ /Student = \$_____
4. Section 504 Services	100 Students x \$_____ /Student = \$_____
5. Medicaid Data Collection Services	\$_____
6. Data Integration Services*	\$_____
Year 2 Total Price	\$_____

YEAR 3 (October 1, 2019 to September 30, 2020)

1. Special Education IEP Services & Associated Documentation	900 Students x \$_____ /Student = \$_____
2. RtI Services	500 Students x \$_____ /Student = \$_____
3. Bullying Process Services	50 Students x \$_____ /Student = \$_____
4. Section 504 Services	100 Students x \$_____ /Student = \$_____
5. Medicaid Data Collection Services	\$_____
6. Data Integration Services*	\$_____
Year 3 Total Price	\$_____

TOTAL BID PRICE: (October 1, 2017 to September 30, 2020)

TOTAL PRICE (Year 1 + Year 2 + Year 3) = \$_____

TOTAL PRICE (LONGHAND) _____

* The bid price for data integration services assumes that the bidder will provide these services. The Needham Public Schools reserves the right to seek a third party provider for these services, in which case the proposer will be required to work with the third party provider. The bidder's fees to work with a third party data integration service provider must be listed below.

RELATED SERVICES

The following prices will not factor into bid award:

TRANSLATION SERVICES:

Price Per Word \$_____ (All Languages)

Price Per Electronic Signature \$_____

Price Per Data File Format \$_____

Data Connection to Third Party Data Integration Service Provider \$_____ / Per _____

Price of Additional or Ad-Hoc Training for District Staff \$_____

Price of Vendor-Provided 'Train the Trainer' Training for District Staff \$_____

Please indicate any prompt-pay discounts (and related conditions), and/or other cost-avoidance factors, which the Bidder proposes as a means of reducing this rental price to the Needham Public Schools:

Should the proposer require additional hours, employees, consultants, subcontractors or other assistance to complete the work required and/or meet the performance or quality requirements under this RFP, the proposer shall do so at no additional cost to the Needham Public Schools.

Signature of Bidder *: _____

Name of Bidder: _____

Title of Bidder: _____

Date: _____

* If a partnership, additional partners should sign below:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Bid Form IV
Needham Public Schools
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS & NON-COLLUSION

I. Certificate of Compliance with Massachusetts Tax Laws:

Pursuant to Mass. Gen. L. Ch. 62C, Sec. 49A, the undersigned, acting on behalf of the Bidder, certifies under the pains and penalties of perjury that, to the best of my knowledge and belief, the Bidder has filed all state tax returns and paid all state taxes required under the laws of the Commonwealth of Massachusetts.

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

II. Certificate of Non-Collusion:

Massachusetts General Law, Chapter 701 of the Acts of 1983 requires that bidders certify as follows:

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Submitting Bid

Print name of Person Signing Bid

Name of Business or Entity

Date Signed

Bid Form V
Needham Public Schools
CERTIFICATE OF CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____.
(Name of Corporation)

held on _____(1), at which all the Directors were present or waived notice, it was voted
(Date)

that _____ of this corporation, be it he or she, hereby is
(Name of Officer Authorized to Sign for Corporation)

authorized to execute bid documents, contracts and bonds in the name _____
(Corporate Office)

and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any bid document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(Clerk or Secretary)

Place of Business:

I hereby certify that I am the clerk/secretary of the _____ and that
(Name of Corporation)

_____ is the duly elected
(Name of Officer Authorized to Sign for Corporation)

_____ of said corporation, and that the above vote has not
(Corporate Office)

been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____ Date: _____ (2)
(Clerk or Secretary Date)

- (1) This date must be on or before the date of the Contract
- (2) This date must be on or before the date of the Contract

Affix Corporate
Seal Here

**APPENDIX A
SHORT FORM AGREEMENT
BETWEEN TOWN AND CONTRACTOR**

**SHORT FORM AGREEMENT
M.G.L. 30B**

Contract #enter contract number

THIS AGREEMENT for enter description (hereinafter the "Project") is made the ____ day of enter month, 201 __, by and between enter name of company a corporation (or partnership, etc.) organized under the laws of the Commonwealth of Massachusetts (or the State of _____), with a usual place of business at enter legal address, hereinafter called the Contractor, and the Town of Needham, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, acting through its School Committee, hereinafter referred to as the Town.

WITNESSETH that the Contractor and the Town, for the consideration hereinafter named, agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The Agreement consists of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

1. This Agreement;
2. The Invitation For Bids, Bid Specifications, Request For Proposals Or Purchase Description;
3. The Contractor's Bid dated enter date;
4. Drawings required for the Project, if applicable and
5. Copies of all required bonds, certificates of insurance and licenses required under the contract;

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this agreement must be in writing and signed by an official with the authority to bind the Town.

ARTICLE 2. SCOPE OF THE WORK

The Contractor shall furnish all supplies, materials and equipment, and perform all labor, services and work shown on the Agreement documents, and the Contractor agrees to do everything required by this Agreement and the documents.

ARTICLE 3. TERM OF AGREEMENT

This Agreement shall be for a term of three year(s), commencing on enter date and ending on enter date, unless sooner completed and subject to annual appropriation. This Agreement shall not be renewed or extended unless provisions for renewal or extension were contained in the Request for Proposals, in which event the Agreement may be extended or renewed at the sole option of the Town, and upon the terms described therein.

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in an Agreement, the effective start date of performance under an Agreement shall be the date a Contract has been executed by an authorized signatory of the Contractor and the Town, or a later date specified in the Agreement or the date of any approvals required by law or regulation, whichever is later.

ARTICLE 4. THE AGREEMENT SUM

The Town shall pay the Contractor for the performance of this Agreement a sum NOT TO EXCEED \$_____ **[enter amount in words dollars]**, including all reimbursable expenses.

ARTICLE 5. PAYMENT

The Town shall make payment as follows:

- a. The Town shall make payment thirty (30) after receipt of an invoice for work performed or materials supplied the previous month.
- b. With any invoice the Contractor shall submit evidence satisfactory to the Town that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid. The billings shall include, if applicable, all charges for consultants, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above-listed services.
- c. If for any reason the Town makes a payment under this Agreement in error, the Town may recover the amount overpaid or, if applicable, may apply any overpayment to a future installment payment.
- d. The Town is not responsible for payment of invoices sent to an address other than specified at the end of this Article. Furthermore the Town is not responsible for any Invoice that does not reference the Town's Purchase Order number that encumbered the funds to pay for services provided under this Agreement.
- e. Invoices for services procured under this Agreement are to be sent to: Attn: manager, title address

ARTICLE 6. PROMPT PAYMENT DISCOUNTS

The Contractor will allow a Prompt Payment Discount for payment made by the Town within the number of days from the date of receipt of the invoice, or the date of the receipt of the product or service, whichever

Prompt Payment Discount %	Payment Issue Date w/in
Enter Percent %	Enter Days

ARTICLE 7. TAX EXEMPT STATUS

The Town represents that it is exempt from federal excise, state, and local taxes, and that sales to it are exempted from Massachusetts sales and use tax. If in the future the Town becomes subject to any such taxes, the Town shall reimburse the Contractor for the tax paid by the Contractor on behalf of the Town. Any other taxes imposed on the Contractor shall be borne solely by the Contractor.

ARTICLE 8. NONPERFORMANCE

In the case of any default on the part of the Contractor with respect to any of the terms of this Agreement, the Town shall give written notice thereof, and if said default is not made good within such time as the Town shall specify in writing, the Town shall notify the Contractor in writing that there has been a breach of the Agreement and thereafter the Town shall have the right to terminate this Agreement and secure the completion of the work

remaining to be done on such terms and in such manner as the Town shall determine, and the Contractor shall pay for the completion of such work and reimburse the Town for all expenses incurred by reason of said breach. The Contractor in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Agreement sum, and the amount of any balance due the Contractor shall be determined by the Town and certified to the Contractor.

ARTICLE 9. TERMINATION

In addition to the provisions of Article 8, the Town shall have the right to terminate this Agreement if funds are not appropriated or otherwise made available to support the continuation of the Agreement after the first year.

The Town shall also have the right to immediate termination:

1. Any material misrepresentation made by the Contractor.
2. Any failure by the Contractor to perform any of its obligations under this Agreement including, but not limited to, the following:
 - i. failure to commence performance of this Agreement at the time specified in this Agreement due to a reason or circumstance within the Contractor's reasonable control;
 - ii. failure to perform this Agreement with sufficient personnel and equipment or with sufficient material to ensure the completion of this Agreement within the specified time due to a reason or circumstance within the Contractor's reasonable control;
 - iii. failure to perform this Agreement in a manner reasonably satisfactory to the Town;
 - iv. failure to promptly re-perform within reasonable time the services that were rejected by the Town as erroneous or unsatisfactory
 - v. discontinuance of the services for reasons not beyond the Contractor's reasonable control;
 - vi. failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance and nondiscrimination; and
 - vii. any other acts specifically and expressly stated in this Agreement as constituting a basis for termination of this Agreement.

The Contractor shall have the right to terminate this Agreement if the Town fails to make payment within 60 days after it is due.

ARTICLE 10. EMPLOY COMPETENT PEOPLE

The Contractor shall employ only competent people to do the work. Whenever the Town shall notify the Contractor in writing that any person under the Contractor's employ is, in the Town's opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Agreement, such person shall be discharged from the work and shall not again be employed on the Project, except with the consent of the Town.

ARTICLE 11. CHANGE IN SCOPE OF SERVICES

If this Agreement is pursuant to M.G.L. Ch. 30B, the Town may increase the quantity of supplies or services or both specified in this Agreement provided:

1. the unit prices remain the same or less;
2. the procurement officer has specified in writing that an increase is necessary to fulfill the actual needs of the Town and is more economical and practical than awarding another contract;
3. the Town and Contractor agree to the increase in writing;
4. the increase in the total Agreement price does not exceed 25 percent but a Agreement for the purchase of

gasoline, special fuel, fuel oil, road salt or other ice and snow control supplies shall not be subject to this limit; and

5. the Town, with the agreement of the Contractor, may reduce the unit price for supplies or services or both specified in an Agreement to be paid by the Town at any time during the term of the Agreement or when an option to renew, extend or purchase is exercised.

ARTICLE 12. NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham:

Anne Gulati, Director of Financial Operations
Needham Public Schools
1330 Highland Avenue
Needham, Massachusetts 02492

The Contractor:

Enter Name & Title
Enter Company Name
Enter Address
Enter City, State, Zip

ARTICLE 13. INSURANCE

1. The Contractor shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the Town in connection with any operations included in this Agreement, and shall have the Town as an additional insured on the Contractor's liability policies, as noted in the RFP. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
2. In the event this Agreement is for professional services, the Contractor shall carry professional malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, with a maximum deductible of \$ 25,000.
3. All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Agreement is completed and accepted by the Town. Since this insurance is normally written on a year-to-year basis, the Contractor shall notify the Town should coverage become unavailable or if its policy should change.
4. The Contractor shall, before commencing performance of this contract, provide for the payment of compensation and the furnishing of other benefits by an insurance company duly licensed to do business in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the contract.

5. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 14. INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, its subcontractors and its and their agents or employees in the performance of the work covered by the Agreement and/or failure to comply with terms and conditions of the Agreement, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the Agreement and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Agreement.

ARTICLE 15. CORI CERTIFICATION

☐ Services Do Require a CORI check ☐ Services Do Not Require a CORI check

If the above certification is checked "Services Do require CORI check," the Contractor hereby acknowledges the right of the Town to conduct a criminal background check on all individuals providing such services under this contract, in accordance with state law.

In accordance with G.L. c. 6, §§ 167-178B, the Town may request and obtain all available criminal offender record information (CORI) from the Criminal History Systems Board on any of Contractor's employees who may have unsupervised contact with children, the disabled, or the elderly during the performance of their work under this Contract. The Town's assessment of CORI records is based on regulations issued by the Executive Office of Health and Human Services, 101 C.M.R. 15.00-15.17.

Pursuant to G.L. c. 6, §§ 178C-178P, the Contractor also authorizes the Town to use local and national sexual offender registry information (SORI) to determine if any of the Contractor's employees pose an unreasonable risk to children, the disabled, or the elderly during the performance of their work under this Agreement.

ARTICLE 16. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated in the work under the Agreement shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

ARTICLE 17. GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Town are rendered necessary as a result of the use of materials, equipment or

workmanship which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Town and at its own expense:

3. Make goods and services conform to this Agreement;
4. Make good all damage to the Town, or equipment or contents thereof, which, in the opinion of the Town, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
5. Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

ARTICLE 18. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1. All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the Contractor or Contractor's Consultants shall become the property of the Town upon payment of sums due under the contract. The Town acknowledges the copyright of the Contractor and the Contractor's Consultants.
2. The Town may use the Drawings, Specifications and such other documents prepared by the Contractor or the Contractor's Consultants as needed for the construction, maintenance, repair, or modification of the Project.
3. The Town shall hold the Contractor and the Contractor's Consultants harmless and release from any claims arising out of any use of or changes to the documents made by the Town or his representatives during any other construction not a part of this contract.
4. Pursuant to Massachusetts General Laws, Chapter 7 Section 38H, paragraph (j), Contractor shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by Contractor in the preparation of the bid documents, as reasonable determined by Town.

ARTICLE 19. GOVERNING LAW

This Agreement and performance hereunder are governed in all respects by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

ARTICLE 20. CONSENT TO VENUE

1. The Contractor agrees that it shall commence and litigate all legal actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation commenced by the Contractor, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph.
2. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial.

3. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or objection to venue with respect to any proceeding brought in accordance with this Article and stipulates that the Norfolk Division of the Superior Court Department of the Massachusetts Trial Court shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy, or proceeding out of or related to this Agreement. In the event the Contractor commences suit or other proceeding in any other court or forum, it agrees to immediately dismiss its suit or other proceeding and if it fails to do so and the Town acts to dismiss or otherwise dispose of the suit, the Contractor shall dismiss its suit and be liable to the Town for the reasonable legal fees and costs needed to have the matter dismissed.
4. The Contractor hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by these paragraphs by postage prepaid, registered mail, return receipt requested, to its address as set forth in this Agreement.
5. The Contractor shall not enter into any agreement with or employ the services of any subcontractor unless the agreement with the subcontractor provides that the subcontractor is subject to and will comply with the provisions of this Article.

ARTICLE 21. WORK PRODUCT

Upon payment of all amounts due under this Agreement, the Town shall become the owner of all work product, specifications, plans, maps, data, conclusions, computations and electronic data created under this Agreement. The Town agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the Contractor harmless from any liability of the Town's use of these documents in any future project not directly related to the subject matter of this Agreement. Prior to engaging the services of any Subcontractor the Contractor shall provide to the Town a writing from the Subcontractor that he assents to this Work Product Article.

ARTICLE 22. SUBCONTRACTING

The Contractor shall not subcontract any of the work, which it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the Town.

ARTICLE 23. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the Contractor as an independent contractor. None of the terms of this Agreement shall create a principle-agent, master-servant or employer-employee relationship between the Town and the Contractor.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the Town and the Contractor and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the Town and the Contractor. Neither the Town nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the Contractor agrees to pay the prevailing wage and comply with Massachusetts General Laws, Chapter. 149, §§ 26 - 27D and a Statement of

Compliance is included in the Contract Documents. Pursuant to Massachusetts General Laws, Chapter. 149 §§ 26 & 27B, the Contractor (and every Subcontractor) shall file weekly certified payroll records with the Town for all employees who have worked on the Project. The Town and the Contractor must preserve said records for a period of not less than three years.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the Town, the Contractor acknowledges that the Town is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the Contractor based on said statute.

ARTICLE 27. CONFIDENTIALITY

The Contractor shall comply with Massachusetts General Law Chapter 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

ARTICLE 28. RECORD-KEEPING AND RETENTION, INSPECTION OF RECORDS.

The Contractor shall maintain records, books, files and other data as specified in the Contract and in such detail as shall properly substantiate claims for payment under the Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Town shall have access during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

ARTICLE 29. SEVERABILITY

If a court declares one or more of the provisions of this Agreement invalid, the validity of the remaining provision of this Agreement shall not be affected thereby.

ARTICLE 30. CERTIFICATIONS

By executing this Agreement, the Contractor under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures, or shall provide any required documentation upon request.

The Contractor is qualified and shall at all times remain qualified to perform this Agreement; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the Contractor shall provide access to records to town officials; and the Contractor certifies that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

The Contractor shall comply with all applicable federal, state, and local laws and regulations.

The Contractor certifies that there is no authorization to deliver performance for which compensation is sought under this Agreement prior to the effective date and that any oral or written representations, commitments or assurances made by a Town representative are not binding and the Town may not back-date this Agreement in

order to cover the delivery of performance prior to the Effective date. The Town has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of the Agreement.

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Town in writing if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Agreement.

The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors of which the Contractor has knowledge, or learns of during the Agreement term. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.

If incorporated, the Contractor certifies that it has identified the Contractor's state of incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, reporting, filing of documents and service of process.

If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272 s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A.

ARTICLE 31. CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

The Contractor certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;

Social Security Number or
Federal Identification Number

Signature of Individual
or Corporate Name

BY: _____
Corporate Officer (if applicable)

IN WITNESS WHEREOF the parties hereto have executed THREE (3) copies of this Agreement the day and year first above written.

CONTRACTOR: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

TOWN OF NEEDHAM, by its Superintendent:

Daniel E. Gutekanst

This is to certify that I/we conducted the procurement in accordance with the Town's policies and procedures.

Town Employee(s) Conducting the Procurement

Date:

Title(s):

This is to certify that the Department followed the procurement policies and procedures and that any goods and/or services procured under this contract are for the need of Town.

Department Manager

Title:

Date:

This is to certify that this procurement was made on behalf of the Town in accordance with the requirements of M.G.L., Ch. 30B.

Chief Procurement Officer

Date:

This is to certify that the funds have been appropriated or otherwise reserved by the Town for the purposes set forth in the Contract herein.

A/C#:

Town Accountant

Date:

Approved As To Form:

David S. Tobin, Town Counsel

Date:

**APPENDIX B
ACKNOWLEDGEMENT OF RECEIPT**

Release Date	April 28, 2017 9:00 AM
Bid Title	Web-Based Iep Documentation, Reporting, Data Management And Compliance Monitoring Service
Bid Number	#18SCH005G
Pre-Bid Conference	May 3, 2017 10:00 AM
Questions Due	May 19, 2017 12:00 PM
Bids Due	May 26, 2017 10:00 AM
<p>Please provide the requested information below as acknowledgment that you have received our bid package noted above. It is recommended that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, School Department at 781-455-0434 or by mail. Only by doing this, will the Town be able to provide notification of addenda* or answered questions relating to this Bid. Only those companies or individuals shown on the Distribution Register will be sent addenda to this Bid. By completing and returning this acknowledgement will ensure you are recorded on the Distribution Register. Proposals from companies or individuals not acknowledging the addenda may be rejected as not responsive.</p>	
Name of Company or Individual (Print)	
Name/ Title of Contact (Print)	
Address (Line 1)	
Address (Line 2)	
Telephone Number	
Fax Number	
Email Address (Print)	
Signature	
Date	